

**CRAVEN COUNTY, NORTH CAROLINA**

**Request for Qualifications  
For  
Disaster Debris Monitoring Services**

**Craven County**



**Proposal Deadline Friday, May 15, 2015**

**10:00 a.m. EDT**

**REQUEST FOR QUALIFICATIONS  
FOR  
DISASTER DEBRIS MONITORING SERVICES**

**I. Introduction**

The County's Solid Waste Department intends to enter into an agreement with a qualified firm to provide consulting services in preparation for natural disasters or other debris generating events. These services include, at no additional cost to the COUNTY, participation in annual workshops or planning meetings with COUNTY Representatives to establish or review applicable policies and procedures associated with disaster debris management and monitoring and provide the COUNTY with a half day training session on the most current FEMA 325 Public Assistance Debris Management Guide, FEMA 327, Public Assistance Debris Monitoring Guide, recent FEMA Fact Sheets , policy guides and FHWA Emergency Relief Program changes.

Craven County is located in the coastal plain region of North Carolina. The population of Craven County is approximately 103,505. The County consists of 708,958 square miles of area with 45,002 housing units.

There are eight (8) incorporated municipalities within Craven County. They include: Bridgeton, Cove City, Dover, Havelock, New Bern, River Bend, Trent Woods, and Vanceboro. Any or all of the incorporated municipalities may participate in the terms and conditions of the resulting contract.

It is the intent of Craven County to allow local governments and other governmental agencies within its jurisdictional boundaries to utilize this contract by entering into a Cooperative Purchasing Agreement. The Cooperative Purchasing Agreement stipulates that any modifications or changes to this document and resulting contract(s) including but not limited to Consultant requirements, scope, or price be submitted to Craven County in writing for acceptance and approval as originator of the contract.

The resulting contract term will be for forty-two (42) months with the option to extend the contract for two (2) additional one (1) year periods upon mutual agreement of both parties. Price adjustments for the resulting contract schedule rates will be considered prior to each of the two (2) renewal option years. The price adjustment shall not exceed the average of the Consumer Price Index for All Urban Areas during the twelve months prior to renewal or five (5%) percent, whichever is less. Consultant shall submit the requested price adjustments to the County's designated contract administrator thirty days prior to the contract renewal date. All work set forth in the Scope of Work must be approved by personnel authorized by the County Manager to act as the "County Debris Manager" or the County Debris Manager's authorized representative.

Copies of the RFQ forms may be obtained by contacting Craven County Solid Waste Director, Mr. Rusty Cotton at 252-636-6659 or on the Craven County Government website at [www.cravencounty.com](http://www.cravencounty.com). Select Bid Opportunities in the column to the right, and click on open bids to find REQUEST FOR QUALIFICATIONS FOR DISASTER DEBRIS MONITORING SERVICES.

When responding to this RFQ, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions in Section II C, and Proposal Submittal Requirements. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

The County reserves the right to request additional information from the proposers and to reject any and all proposals. The County reserves the right to judgmentally select the successful bidder and agreement that best meets the needs of the County.

The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFQ. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Proposers at any time to gather additional information.

The County will receive proposals at the time and place noted in this document. At that point, the County will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.

Any interlineations, alterations or erasures must be initialized by the signer of the proposal.

Negligence or error on the part of any Consultant in preparing its proposal confers no right of withdrawal or modification of their response after time has been called. Sureties and principals are advised that the COUNTY cannot give consideration to any "plea of error" in preparation of the bid, except in accordance with N.C.G.S. 143-129.

## **II. General Requirements**

### **A. Proposal Contact**

This RFQ and any subsequent action taken as a result thereof, are issued by the Craven County Board of Commissioners on behalf of the County. Proposal responses should be directed specifically, as outlined herein. In regards to this RFQ and subsequent procurement process, vendors shall make NO CONTACTS, either written or verbal, with any Craven County employee, staff member, or Board of Commissioner members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. Any attempt by a Proposer to contact or

influence a member or members of the aforementioned may result in the immediate disqualification of the Proposer from award for items or services on this RFQ.

## B. Proposal Format

Proposers are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFQ. Each Proposer is required to submit its proposal in a sealed package, with Proposer's name, RFQ number, and proposal closing time/date marked clearly on the proposal submission.

Provide one (1) original and three (3) copies of complete proposal packages and one digital version on CD in a commonly accepted computer format such as Portable Document Format (pdf). The proposal packages shall be arranged and presented as stipulated in Section II C. Proposal packages are to be delivered to:

**Craven County, North Carolina  
Craven County Administration Building  
Solid Waste Department Office  
406 Craven Street  
New Bern, NC 28560**

**Attn: Rusty Cotton, Solid Waste Director**

**EMAIL RESPONSES SUBMITTED TO:  
mhollar@cravencountync.gov**

The County must receive proposals no later than Friday, May 15, 2015, 10:00 a.m. The time of receipt shall be determined by the time clock in the Craven County Solid Waste Department office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Proposer's responsibility to: (1) Ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted. Emailed responses will not be accepted or considered.

## C. Proposal Submission Requirements

Submittals shall be made on 8 1/2" x 11" paper, side bound with Table of Contents and reference tabs for key sections. The package submitted shall not exceed twenty-five (25) sheets (50 pages double-sided). Front/back covers, Table of Contents and Tab pages are excluded from these totals. The proposal must be divided into twelve tabbed sections with references to all parts of this Request for Qualifications (RFQ) done on a section number/paragraph number/letter basis. Complete responses to each of the following categories are required. All submittals must contain the following information:

1. Introduction- Executive Summary and Company Information

a. Executive Summary

The purpose of the Introduction is to provide information about the proposing Consultant, as well as the Consultant's approach to this type of contract. Specifically, the executive summary should be written in non-technical language that can be clearly understood by non-technical County officials. The section should be concise and should present only information that is relevant to this contract.

Each respondent shall provide the following company information:

- b. Consultant's name and business address, including telephone and fax number, email address, website address.
- c. The type of Consultant (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
- d. Year established. Include former Consultant name(s) and year(s) established, if applicable.
- e. The name, title, address and telephone number of the Consultant's primary contact for this contract. The person identified must be empowered to make binding commitments for the Consultant and its subcontractors.
- f. A copy of the most recently audited financial statement.

2. Technical Approach

Provide a general discussion of the proposing Consultant's technical project approach to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA, FHWA under the new Moving Ahead in the 21<sup>st</sup> Century (MAP 21) legislation and the County.

3. Training and Safety

Provide a copy of Consultant's internal training program. Provide under separate cover the Consultant's Debris Removal and DMS Monitors' training manual and Operations Plan to include Project Health and Safety Plans for all operations.

4. Qualifications of Consultant

- a. Provide evidence of satisfactory completion of disaster debris monitoring in the past ten (10) years at similar jurisdictions by providing the:
  - (1) Type of disaster: hurricane, tropical storm, tornado, flood, etc. . . .
  - (2) Type of jurisdiction: city, county, district, or combination  
Collection and DMS debris monitoring assignments- numbers of monitors deployed
  - (3) Scope, project budget, and operational duration
  - (4) FEMA/FHWA reimbursements actions and issue resolution
  - (5) Sub-consultant(s)/subcontractors that are proposed for this project

5. Claims

10 (10) year claims/litigation history, claims resolution, and status of the claims.

6. References

Provide at least five (5) references for which the Consultant has performed services within the past ten (10) years that are similar to the requirements in the Scope of Services. Three of the references shall be from government entities for debris monitoring experience involving a minimum of 500,000 cubic yards of debris. Provide the reference contact name, address, email address, telephone number along with date and amount of the contract.

7. Qualifications of Staff

Key project staff (management staff including, but not limited to: Debris Removal Operations project manager, collection and disposal operations field supervisors, clerical/data supervisor etc.) must be full-time employees of the proposing Consultant and have the following:

- a. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. Each proposed key project staff person must demonstrate experience managing debris monitoring for at least three (3) government entities involving a minimum of 1,000,000 cubic yards of debris for each client.
- b. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- c. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, hauler invoice reconciliation, NRCS Emergency Watershed Protection Program.

8. Other Requirements

- a. Provide a time line detailing the pre-event planning (based on hours/days after award).
- b. Provide a conceptual Operations Plan and Budget responding to a Task Order issued after a disaster declaration with an estimated 2,000,000 cubic yards of debris in Craven County. Assume the Task Order(s) would specify the following:
  - (1) Emergency debris clearance monitoring of fifteen (15) contractor debris clearing crews for seven (7) ten (10) hour days followed by;
  - (2) Debris removal monitoring of forty (40) contractor debris removal crews based on an average load of 38 CYs /load and 10 loads /day
  - (3) DMS monitoring at four (4) Debris Management Sites (DMS) sites, and seven (7) existing Convenience Centers
  - (4) Monitoring of 8,000 hazardous trees
  - (5) Monitoring of 30,000 hazardous limbs one (1) per tree
  - (6) Monitoring of 1,500 hazardous stumps
  - (7) Clerical staff to support data entry of emergency clearance time and equipment tickets, loading site tickets, final disposal load

- tickets, assimilation of monitors' daily documents and summary reports, and contractor invoice reconciliation
- (8) GIS support to provide debris removal contractors' physical progress on the project, physical location (origin) of hazardous tree, limb, and stumps geocoded
  - (9) List any resources and budget requirements to provide monitoring services to complete the project.

9. Exceptions

List any exceptions/deviations to the RFQ specifications on a separate page.

10. Project Management

- a. Consultants must provide a proposed organizational chart for services to be provided to the County. This must include:
- b. Resumes of key professional staff anticipated to work on Craven County projects.
- c. Description of the type of involvement by individuals within the firm with the County contract.
- d. Information regarding the current workload for the key staff to address the applicants' ability to supply adequate staffing for the contract.
- e. Detailed information on the staff's experience demonstrating current capacity and current expertise in debris removal management and disposal.

11. Existing Contracts

List all existing contracts the Consultant has in North Carolina, South Carolina, and Virginia.

12. Hourly Rates and Fees

Submit an hourly billing rate schedule for all RFQ required staff that will be assigned to work on this contract.

D. General Comments

1. Any cost incurred by respondents in preparing or submitting a proposal for the Project shall be the respondents' sole responsibility.
2. All responses, inquiries or correspondence relating to this RFQ will become the property of Craven County when received.
3. Respondents are requested to refrain from contact with the Selection Committee members.

E. Acceptance of Craven County Service Agreement

All applicants must be able to comply with the requirements of the standard Craven County Service Agreement and agree to the terms contained in the agreement. A copy of the agreement is attached to the RFQ. See “Attachment A”.

F. Schedule:

<b>Task/ Activity</b>	<b>Completion Date</b>
Proposals Due from Consultants	Friday, May 15, 2015

G. Selection Process

The Craven County Board of Commissioners has established a policy to be followed in selecting consultants. This policy is for the purpose of ensuring that consultants are selected in a fair and uniform manner, that those selected for work are qualified and experienced in the professional services desired and to ensure that every qualified consultant has the opportunity to be considered for providing professional services for the Project. The process for the Project will involve two stages:

Stage One: Qualifications

The initial phase has commenced with the establishment of a Selection Committee with members having been appointed by the County Manager. A Request for Qualifications Package is being sent to Consultants identified by the Division who have previously expressed interest in being considered for providing disaster debris monitoring services and consulting services for this type of project. The RFQ will be put on the Craven County website and the RFQ will be sent to others upon request. Upon receipt of the packages from respondents, Selection Committee members will review and select the Consultant that appear to be most favorable to provide services for the Project.

Promptly following the selection, the committee will forward their written recommendation to the County Manager for approval.

Stage Two: Final Selection

Following the County Manager’s approval to begin negotiations with a specific Consultant, the Craven County Solid Waste Management Division will begin those negotiations. After successful negotiations of specific contract terms, conditions, fees, etc., with the selected Consultant, the proposed contract will be forwarded to the Craven County Board of Commissioners for approval.

I. Evaluation Criteria

The following criteria will be the basis on which consultants will be selected for further consideration:

1. Specialized or appropriate expertise of the key professional staff with this particular type of project
2. Adequate depth of experienced staff and proposed team for the project
3. Demonstrated understanding of current FEMA 325, FEMA 327 and FHWA ER program monitoring and documentation requirements
4. Current workload
5. References
6. Consultant's proposed hourly rates for services
7. Previous experience of the Consultant with disaster debris monitoring, management and training
8. Previous experience of the Consultant with Craven County or other municipal clients
9. Other factors that may be appropriate for the project

The above listing does not indicate the order of importance. The selection committee shall establish a priority ranking for the final list of criteria for the project.

#### J. Proposer Expenses

The County will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Qualification or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Craven County and/or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the Board of Commissioners has formally accepted a recommendation.

#### K. Interpretations, Discrepancies, and Omissions

Submit written questions about this RFQ to Rusty Cotton: rcotton@cravencountync.gov. by 8:00 a.m., Friday, May 1, 2015.

No questions or requests for clarifications will be accepted after this time. Responses to questions will be posted at <http://www.cravencounty.com> under Bid Opportunities. Any addenda and clarifications will be issued by 12 p.m., Monday, May 4, 2015.

The issuance of such written responses is the only official method by which interpretation, clarification or additional information will be given by the County. Only requests answered by formal written responses will be binding. Oral and other interpretations or clarification will be without legal effect.

#### L. Award

Craven County reserves the right to award a contract, based on initial offers received from Proposers, without discussion and without conducting further negotiations. Under such circumstance, the acceptance of a proposal by the County shall be deemed to be an acceptance of an offer and that such acceptance will be binding upon both parties. The County may also, at its sole discretion, have discussions with those Proposers that it deems to fall within a competitive range. The County may enter into negotiations separately with such Proposers. Negotiations may continue with a Proposer that the County has tentatively selected to award a contract to. The County shall not be deemed to have finally selected a Proposer until a contract has been successfully negotiated and signed by both parties.

M. Retention of Proposer Material

Any and all information submitted in conjunction with this RFQ and the evaluation process will not be returned to the respondent.

**III. Contracting Information**

A. Certification

The Proposer hereby certifies that it has carefully examined this Request for Qualifications and the Proposer certifies that it understands the scope of the work to be done and that the Proposer has knowledge and expertise to provide the scope of the work. By signature on the response to the RFQ, the Proposer certifies that its proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud, so that all proposals for the purchase will result from free, open and competitive proposing among all vendors. Further, the Proposer certifies that it understands that collusive bidding/proposing is a violation of Federal law and can result in fines, prison sentences, and civil damage awards.

B. Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Craven County. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

C. Assignment

No assignment of the Proposer's obligations or the Proposer's right to receive payment hereunder shall be permitted without prior consent of the County. The Proposer may not sell, assign, transfer or convey the contract resulting from this RFQ, in whole or in part, without the prior written approval from the County.

D. Indemnification

The Consultant will indemnify and hold the County harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the County to the extent it is caused by the negligence of Consultant, its Sub-Consultants, or their employees or agents, while performing duties under this Agreement, provided that the County gives the Consultant prompt, written notice of any such claim or suit. The County shall cooperate with Consultant in its defense or settlement of such claim or suit. This section sets forth the full extent of the Consultant's general indemnification of the County from liabilities that are in any way related to Consultant's performance under this Agreement.

E. Independent Contractor

It is understood that in the performance of any services herein provided, the Proposer shall be, and is, an independent Contractor, and is not an agent or employee of the County and shall furnish such services in its own manner and method, except as required by the contract. Further, the Proposer has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by the Proposer in the performance of the services hereunder. The Proposer shall be solely responsible for, and shall indemnify, defend, and save the County harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

F. Governing Law

This RFQ and any resulting contract shall be governed by and construed according to the laws of the State of North Carolina, Craven County. Should any portion of any contract be in conflict with the laws of the State of North Carolina, Craven County the State laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Venue for contract conflicts shall be Craven County, North Carolina.

G. Confidential Information/Public Records Law

The County assumes no responsibility for confidentiality of information offered in a proposal. The RFQ does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Craven County reserves the right to share any information submitted in response

to this RFQ or process with any person(s) or firm(s) involved in the review and evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event that a request for inspection is made under public records law, the Proposer will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

#### H. Compliance with Laws and Regulations

Proposer must comply with all applicable State and Federal Laws. In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful Proposer to notify Craven County at once, indicating in their letter the specific regulation which required such alterations. The County reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.

#### I. Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFQ unless clearly and specifically noted otherwise in the proposal.

Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this RFQ, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the County's best interest. Moreover, the County reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the County.

#### J. New Services

From time to time during the period of work outlined in the RFQ and afterward, the County may elect to have the Proposer perform services that are not specifically described in the Statement of Work but are related to the contracted services (the "New Services"), in which event the Proposer shall perform such New Services on a time-and-materials basis, and at an hourly rate that does not exceed the hourly rate negotiated in the contract for each of the Proposer Personnel assigned to perform such New Services. This will be accomplished through an amendment to the contract and subsequent issuance of a Task Order.

#### K. E-Verify Affidavits

Proposer shall submit the E-Verify Affidavits included in the Contract Documents with their bid, in the form attached hereto.

#### IV. **Insurance Requirements**

The CONTRACTOR shall obtain, at his sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in full effect and certification thereof has been received by Craven County's Finance Office.

A. Workers Compensation Insurance with limits for Coverage A Statutory-State of North Carolina and Coverage B Employers Liability \$1,000,000 each accident, disease policy limit and disease Each Employee.

B. Commercial General Liability with combined single limits of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall include Comprehensive Broad Form Coverage including contractual liability.

C. Commercial Automobile Liability with limits of no less than \$1,000,000 Combined Single Limit for bodily injury and property damage. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement and /or are brought on a Craven County site.

All insurance companies must be licensed in North Carolina and be acceptable to the County's Finance Office. Insurance Policies shall be endorsed to show Craven County as a certificate holder.

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

**Mr. Rusty Cotton**  
**Solid Waste Director**  
**Craven County Solid Waste Department**  
**406 Craven Street**  
**New Bern, NC 28560**

If the Consultant does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to Craven County may be considered. Nothing in this section is intended to affect or abrogate the County's sovereign immunity defenses.

#### V. **Safety**

The Consultant shall be solely responsible to assure the safety of their personnel in all activities that they and their Sub-Consultants perform. The Consultant shall also provide and take measures to protect the public and county personnel during their activities.

Actions may include but are not limited to removal of unsafe equipment and unsafe personnel. Consultant will also be solely responsible to ensure that all Consultants' personnel are compliant with OSHA workplace requirements and are familiar with and adheres to the Debris Removal Contractors' Safety Plan at the debris loading site and DMS(s). The DMS Field Supervisor or his designated DMS site monitor shall accompany the Debris Removal Contractors' Project Safety Officer on the daily DMS Site Hazard Analysis Inspection.

## **VI. Termination by the County for Cause**

The COUNTY may terminate the pursuant contract if the Consultant:

- Persistently or repeatedly refuses or fails to supply enough properly skilled personnel;
- Fails to make payment to Sub-Consultants for materials or labor in accordance with the respective Contracts between the Consultant and Sub-Consultants;
- Disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction; or
- Otherwise is guilty of breach of a provision of the contract documents.

When any of the above reasons exist, the County may without any other rights or remedies of the County and after giving the Consultant written notice, terminate employment of the Consultant and finish the work by whatever reasonable method the County may deem expedient.

When the County terminates the contract for one of the reasons stated above, the Consultant shall not be entitled to receive further payment, if any, until the work is finished.

If the unpaid balance of the contract sum exceeds additional costs incurred while finishing the work, including compensation for the County's services and expenses made necessary thereby, such excess shall be paid to the Consultant. If such costs exceed the unpaid balance, the Consultant shall pay the difference to the County. This obligation for payment shall survive termination of the contract.

The County may immediately terminate for convenience the contract without cause by written notice or verbal notice to the Consultant.

## **VII. Non – Waiver of Rights**

It is agreed that the County's failure to insist upon the strict performance of any provision of the pursuant contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under the contract.

## **VIII. Findings Confidential**

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the Consultant under the pursuant contract are the property of the County.

## **IX. Binding Effect**

The pursuant contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent Consultant and Sub-Consultant of the parties.

## **X. Continuing Obligation**

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the pursuant contract.

## **XI. References**

Use of the masculine includes feminine, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the contract.

## **XII. Records Retention and Review**

The CONTRACTOR shall retain all records pertaining to the services and the contract for these services and make them available to the COUNTY for a period of three (3) years following notification by the COUNTY in writing that a Federal Emergency Management Agency, Public Assistance final status report (project close-out report) has been issued by North Carolina Department of Emergency Management.

## **XIII. Written Task Orders**

The County shall issue an official written Task Order for the services referenced in the contract. The Task Order shall be sent via facsimile followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Task Order has been sent and received by the Consultant. Contractor must acknowledge receipt of the written Task Order.

## **XIV. Location of Work**

The designated area for monitoring Contractor or County forces debris removal is bounded by the County's jurisdictional boundaries and includes public property and Right-of-Ways ("ROWs"), easements, County parks, and County debris staging areas within the unincorporated areas of the County and may include private and orphan road segments within the jurisdictional boundaries of the County. Any debris removal performed on municipal roadways will be performed as identified and directed by the County Debris Manager or his authorized representative. The County Debris Manager or

his authorized representative may also authorize the Consultant to monitor Contractor performing debris removal on North Carolina Department of Transportation roadways or other areas as directed in writing by the County Debris Manager or his authorized representative.

The Consultant may be tasked with monitoring debris removal, reduction/management and disposal of eligible storm debris on designated North Carolina State System Roads within the jurisdictional boundaries of Craven County. A separate Task Order will be issued for this work. All Consultants' associated cost to manage, monitor and document the work, including load tickets, debris management, reduction and final disposal, manifest and weight tickets, shall be tracked and invoiced separate from all other work.

NC Department of Transportation crews or their designated contractors will remove debris from FHWA eligible routes. The Consultants' monitoring personnel should not allow the County Debris Contractor to enter these routes and perform debris removal. The Consultants' monitoring personnel should not allow the Contractor to remove debris from the ROW on Interstate routes, US-designated routes, NC-designated routes or secondary routes without a specific written Task Order identifying these roadways/routes.

## **XV. Project Summary**

Provide Disaster Debris Monitoring Services on an as-needed basis. Craven County will contract with qualified Consultant(s) to assist in the monitoring of disaster debris collection and disposal operations within its jurisdictional boundaries ensuring compliance with Federal (FEMA and FHWA) requirements and County debris management plans as related to Debris Removal Consultant(s) oversight, truck certification, load ticket preparation and issuing, report precreation, and project administration.

## **XVI. Scope of Work Overview**

The County is seeking the services of qualified Consultants or individuals with extensive knowledge and background in providing disaster debris management and monitoring services to include all management, supervision, labor, transportation, and equipment necessary to imitate load tickets at debris loading sites, estimate the volume of debris being delivered to the DMS(s) and disposal site(s), and support the operations of the field supervisor(s), debris loading and observation tower monitors and clerical staff. Management and monitoring services may include eligible debris generated from the public rights-of-way, private property, drainage structures, public use areas, parks, County and other eligible local government public facilities. These Disaster Debris Monitoring Services include but are not limited to:

- Coordinating daily briefings, work progress, staffing, and other key items with the County Debris Manager or his authorized representative, County, and Debris Removal Contractor.

- Scheduling work with all team members and contractors on a daily basis.
- Hiring, scheduling, and managing field staff.
- Monitoring debris removal contractor operations and making/implementing recommendations to improve debris removal and monitoring efficiency to expedite recovery work.
- Assisting the County with responding to public concerns and comments.
- Certifying contractor hauling units for debris removal and final disposal using methodology and documentation practices as provided in Federal Emergency Management Agency (FEMA)/October 2010, Public Assistance Debris Monitoring Guide.
- Entering load tickets into a monitoring Consultant provided database application.
- Digitization of source documentation (such as load tickets).
- Developing daily operational reports to keep the County informed of work progress. Refer to Section D for reports and documentation requirements.
- Development of maps, GIS applications, etc. as necessary.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- Assimilation of County's copies (original and loading site monitor) of load tickets, Daily Debris Loading Site Monitor Log and Daily report, DMS Monitoring Log, debris removal Contractor Truck Certification, Daily Debris Collection Summary Spreadsheet and any other documents in support of Debris Removal and Debris Monitoring Project Worksheets.

The Debris Monitoring Consultant may also be requested to provide the following services if tasked by the County:

- Procurement assistance for debris removal contractors and other services as requested.
- Selection and permitting of Debris Management Sites (DMS(s) locations and any other permitting/regulatory issues as necessary,
- Project management to include task force management and reporting to County Commissions Boards and Committees.
- Technical support and assistance in developing public information.
- Other training and assistance as requested by the County.
- Other reports and data as may be required by the County.
- Other debris management/consulting services identified/required and tasked by the County.

If requested, the debris monitoring Consultant may be tasked to assist with post-disaster damage assessment services for support of the Initial Damage Assessment (IDA) and Preliminary Disaster Assessment (PDA).

## **XVII. Scope of Services for Debris Monitoring**

Provide debris monitors and debris monitoring services to assist Craven County with monitoring Contractors' debris removal, management and reduction activities, and

disposal operations. The services are debris removal contract compliance, documentation of contractors' field and Debris Management Site(s) (DMS) activities, coordination and inspection. All debris monitoring activities are to be in compliance with FEMA 321, FEMA 322, FEMA 325, FEMA327, FEMA Recovery Policy 9500 series, event issued Disaster Specific Guidance, FHWA Emergency Relief Program requirements, NRCS Emergency Watershed grant requirements, and local, state and federal guidelines.

Craven County will issue individual Task Orders for the desired scope of services. The County may select, in conjunction with the Contractor, what services and personnel is required to efficiently and effectively complete the Task Order.

### **XVIII. Pre-Event Requirements**

Consultant will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems.

Consultant will provide at no cost to the County a half-day debris management training session that meets at a minimum the requirements for debris monitors as outlined in the most current FEMA 327 Public Assistance Debris Monitoring Guide.

### **XIX. Post –Event Requirements**

Consultant will assist with load inspections of eligible disaster debris removal being performed by one or more debris hauling and disposal contractors or County agencies.

Consultant shall supply sufficient numbers of trained monitors and field supervisors to accommodate the volume of debris to be removed at loading sites, DMS(s) and final disposal sites.

The Consultants' resources and cost should be proportional to the eligible debris required to be removed.

Consultant shall provide one field supervisor to oversee no more than ten (10) loading, DMS, or final disposal site(s) monitors. The COUNTY DEBRIS MANAGER or his authorized representative will approve the numbers of specific personnel assigned to the project by issuance of a Task Order.

Consultant shall remove and replace employees immediately upon written notice from the County, County Debris Manager or his authorized representative for conduct or actions not in keeping with this contract. Consultant's personnel are expected to be safe, courteous, and professional in the manner by which they interact with the debris removal contractors' personnel, general public and County's personnel.

## **XX. Personnel Requirements and Responsibilities**

### **A. Debris Monitoring Field Supervisor**

Consultant will provide one (1) debris monitoring field supervisor for no more than ten (10) loading site monitors. Services included, but not limited to:

1. Overseeing and supervising loading site and disposal site debris monitoring activities
2. Scheduling debris monitoring resources and deployment times
3. Coordinating daily activities and future planning
4. Communicating and coordinating with County and County Debris Manager
5. Providing suggestions and implementing improvement measures to expedite project completion
6. Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
7. Supervising the accurate measurement of loading units' compartments and accurately computing volume capacity in cubic yards, accurately completing and assimilating all Truck Certification forms and digital photo documentation into a master logbook
8. Compiling, reconciling, and documenting daily, in electronic format, all eligible debris, by category, hauled by the debris removal contractor

### **B. Debris Loading Site Monitor**

Consultant shall provide on-site street level debris monitoring at all debris removal contractor loading sites to verify eligibility based on monitoring contract's requirements and initiate debris removal documentation using load tickets. Services shall include, but not limited to:

1. Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations.
2. Constant observation of the collection activities of contractors crews and equipment.
3. Issuing load tickets.
4. Checking the area for safety considerations such as power lines, utilities, citizen on-lookers, and maintenance of traffic as prescribed in the Manual of Uniform Traffic Control Devices. (MUTCD)
5. Ensuring that the debris removal contractor crews are not comingling debris categories as trucks are loaded.
6. Perform a pre-loading inspection of the area to identify potential loading issues created by utilities, document existing damage to utilities, and document damages by contractor to utilities and homeowner personal property within the ROW.
7. Properly monitor and record performance and productivity of debris removal crews.
8. Ensure that loads are contained properly before allowing debris loaded trucks to leave the site.

9. Ensure only eligible debris is loaded by the debris removal crews.
10. Ensure crews remove all eligible debris from the loading site area before allowing them to move to another loading site.

C. DMS/Tower Monitors

Consultant shall provide debris tower and Debris Management Site (DMS) monitors to verify estimated quantities of eligible debris hauled by the debris removal contractor(s) and documented on load tickets. Services include, but not limited to:

1. Provide trained debris monitoring personnel to perform and complete required Truck Certifications forms by accurately measuring load hauling units' compartments and accurately computing volume capacity in cubic yard for all contractor hauling units prior to the start of debris removal operations by the debris removal contractor and conducting random Re-Certification of contractors' trucks during the life of the project.
2. Completing record of contract haulers' cubic yardage and other record keeping as required by the contract or county debris project manager
3. Signing each load ticket of eligible debris presented at the DMS entrance observation tower before allowing the truck to proceed to the appropriate off-loading area within the DMS
4. Remain in regular contact with the Field Monitoring Supervisor and the DMS Field Supervisor tower field supervisor.
5. Assist the DMS Field Supervisor as needed to conduct DMS daily hazard analysis inspections with the debris removal contractor.

D. Clerical/Data Entry Supervisor

Consultant shall provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services include but are not limited to:

1. Supervising the preparation of detailed estimates and submitting them to the County Debris Manager or his authorized representative.
2. Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes
3. Providing daily, weekly, or other periodic reports for the County Debris Manager or his authorized representative noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecast/updates

E. Clerical Staff/Data Entry Clerk

Consultant shall provide clerical staff/data entry clerk(s) as required to accurately enter load ticket information into the consultant's information management systems and to respond to specific directions from data entry supervisor.

F. GIS Technician

Consultant shall provide GIS mapping services in support of data entry and documenting the debris removal contractors' progress in completing the project, location origin of hazardous trees, limbs and stumps, and document off-loading locations of debris by category within DMS(s), and other mapping and geocoding as may be requested by the County Debris Manager or his authorized representative.

## **XXI. Required Documentation and Reports**

The Consultant shall provide all documentation as required to support the progress of the debris removal contractor, monitors, and the general progress of the project. The following is a list of reports; who is responsible for providing information in support of the reports and the accuracy of the reports.

### **A. Project Manager's Daily Report**

The project manager must document time in accordance with Disaster Assistance Policy (DAP) 9525.6, Project Supervision and Management and Supervision cost differ from eligible debris monitoring cost and shall be accounted for with a level of documentation sufficient to meet reasonableness of effort and cost requirements. The Project Manager will be expected to participate in the Daily Debris Operations meetings with the debris removal Contractor's project manager, County Debris Manager or his authorized representative. Daily meeting topics will include, but not limited to:

- Volumes of each debris category collected
- Number of each debris category monitor confirmed to have worked the previous day, presently working in the project area and their location
- Geographic areas where debris has been removed and the "pass" associated with work
- CONSULTANT'S overall progress in completing all Task Orders and estimated completion date
- Any CONSULTANT'S coordination issues relating to the CONTRACTOR or COUNTY Representatives
- Debris collection and DMS(s) Site Hazard Analysis/Inspection Report issues and concerns
- Damage Claims Report and confirmation of CONTRACTOR'S progress in closing out claims

A written Daily Report shall be submitted to the County Debris Manager or his authorized representative each morning prior to the meeting. Frequency of meetings may be adjusted by the COUNTY DEBRIS MANAGER. CONSULTANT's Project Manager must be available twenty-four (24) hours-day, or as required by the County Debris Manager or his authorized representative.

The Project Manager is responsible for providing a written summary report each morning prior to the required Daily Debris Operations Meeting. The report shall include but not limited to the items listed above and a copy of the following documents and reports;

## B. Loading Monitors Field Supervisor Daily Report

Loading Monitors' Supervisor's daily report shall be filled out each day of work by the loading site field supervisor. The report shall include but is not limited to: work time with the start, lunch time taken and ending time indicated, debris removal category monitoring, names of each monitor under your direct supervision, areas worked, and issues encountered.

## C. Load Tickets

Each loading site monitor shall have adequate load tickets to support his loading crew(s) for the entire work day. Load tickets will be initiated at the loading site by the loading site monitor, given to the debris hauler transporting the debris to the DMS or County approved final disposal site, transferred to the DMS tower monitor or final disposal facility monitor for completion. The tower/facility monitor is responsible for QA/QC of the ticket an ensuring the ticket is transferred to the DMS Field Supervisor or data entry personnel. Time and expense of correcting incomplete and inaccurate load tickets initiated by the Consultants monitors is the responsibility of the Consultant.

## D. Truck Certification Forms

Truck Certification Forms shall be calculated and completed by the Consultant's Project Manager, Field Supervisors or other qualified Consultant representative in conjunction with the Debris Removal Contractors representative(s). Debris Removal Contractors shall not certify trucks, but may assist the Consultant's representative.

## E. Load Site Monitor's Daily Report/ Ticket Log

The loading site monitor's daily report shall be filled out each day of work by each loading site monitor. The report shall include but is not limited to: work time with the start, lunch time taken and ending time indicated, debris removal category monitoring, name of supervisor monitor reports to, areas worked, and issues encountered. The report shall also list each unique ticket number and debris category on all load tickets initiated including voided tickets.

## F. DMS Monitor's Report/Ticket Log

DMS Monitor's Daily Report shall be completed each day of work by each DMS monitor. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated, debris category monitoring, and issues encountered. A Daily Debris Tower/Site Monitoring Log similar to the one listed in FEMA 327, Appendix B; Figure B-4 that captures the same information in addition to listing the loading site monitor that initiated the load ticket may be used.

#### G. DMS(s) Field Supervisors Report

DMS(s) Monitors' Supervisors Daily Report shall be completed each day of work by the loading site supervisor. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated, names of each monitor under your direct supervision, DMS(s)/Final Disposal Facility under your direct supervision worked, and issues encountered. Note any DMS Site Hazard Analysis issues noted for that day's inspection of the DMS.

#### H. Data Entry Staff Daily Report

The Data Entry Daily Staff Report shall be completed each work day by the Data Entry/Clerical Supervisor. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated for each data entry staff person working on this project, the number of tickets entered, and number of un-reconciled tickets. The total number of reconciled tickets shall be listed by debris category. Denote any issues regarding monitors inability to correctly initiate and complete a load ticket, missing tickets and corrected tickets

#### I. Debris Collection Summary Sheet

The Debris Collection Summary Sheet shall be completed each day of work by the Data Entry Supervisor and confirmed accurate by the Consultant's Project Manager.

#### J. GIS Daily Report

The GIS Daily Report shall be completed each work day by the supervising GIS technician each day of work. The report shall include but is not limited to: work time with start, lunch time taken and ending time indicated for each GIS staff person working on this project, the total number of hazardous trees, limbs, and stumps geocoded during the work day and a listing of maps produced for the project, any issues encounter regarding information submitted from field staff and measures taken to correct any data.

**ATTACHMENT A**  
*SAMPLE AGREEMENT*

*Services to be provided to Craven County Solid Waste Department:*

1. Disaster Debris Monitoring Services could potentially include but are not limited to:

- (a) Coordinating daily briefings, work progress, staffing, and other key items with the County.
- (b) Selection and permitting of Debris Management Sites(s) (DMS) locations and any other permitting/regulatory issues as necessary.
- (c) Scheduling work for all team members and contractors on a daily basis.
- (d) Hiring, scheduling, and managing field staff.
- (e) Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- (f) Assisting the County with responding to public concerns and comments.
- (g) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- (h) Entering load tickets into a database application.
- (i) Digitization of source documentation (such as load tickets).
- (j) Developing daily operational reports to keep the County informed of work progress.
- (k) Development of maps, GIS applications, etc. as necessary.
- (l) Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- (m) Project Worksheet support documentation and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
- (n) Final Report and appeal preparation and assistance.

2. The consultant shall provide, as Tasked, Debris Management Planning and Training as directed by the County to include, but not limited to:

- (a) Development of a debris management plan – including identification of an adequate number of DMS locations.
- (b) Procurement assistance for debris removal contractors and other services as requested.
- (c) Project management to include task force management and reporting to County Commissions Boards and Committees.
- (d) Technical support and assistance in developing public information.
- (e) Other training and assistance as requested by the County.
- (f) Other reports and data as required by the County.
- (g) Other emergency management/consulting services identified/required by the County.

STATE OF \_\_\_\_\_

**AFFIDAVIT - BID RESPONSE TO CRAVEN COUNTY  
CRAVEN COUNTY DISASTER DEBRIS MONITORING SERVICES**

COUNTY OF \_\_\_\_\_

\*\*\*\*\*

I, \_\_\_\_\_(the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the entity submitting a bid in relation hereto, and hereinafter referred to as "Contractor") after first being duly sworn hereby swear or affirm as follows:

1. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).

2. Contractor understands that Contractors Must Use E-Verify. Each contractor, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).

3. Contractor is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No).

a. YES \_\_\_\_\_, or

b. NO \_\_\_\_\_

4. In the event that the Contractor marked "yes" in the preceding paragraph, then Contractor hereby affirmatively represents that it has complied with the requirements of E-Verify and NCGS §64-25(5) as to all **current employees and subcontractors**, and that it will immediately do so in the future as to any **new employees or new subcontractors**.

5. Contractor's subcontractors comply with E-Verify, and if Contractor is the winning bidder on this project Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant  
Print or Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_